

After recording return document to:

City Clerk  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 05/04/2022

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Grantor(s): EWB Properties LLC  
Grantee(s): City of Sedro-Woolley  
Legal Description: PTN. SEC 19, Twp. 35N, Rng. 5E  
Assessor's Tax Parcel Number: P37539  
Reference Number of Related Documents: N/A

**TEMPORARY CONSTRUCTION EASEMENT**

SR20/SR9N-Township Intersection Improvements

This TEMPORARY CONSTRUCTION EASEMENT ("Easement") is granted this 31<sup>st</sup> day of March, 2022, by **EWB Properties LLC**, a Washington limited liability company, hereinafter referred to as "Grantor," to the City of Sedro-Woolley, a municipal corporation of the State of Washington, hereafter referred to as "City" or "Grantee"

WHEREAS, Grantor is the owner of certain parcels of land located in the County of Skagit, State of Washington, described as follows:

For legal description and additional conditions  
See Exhibit A attached hereto and made a part hereof.

WHEREAS, it has been found necessary in the construction of the SR20/SR9N-Township Intersection Improvements project ("Project"), to acquire certain rights and privileges on, under, across, over and through a portion of said property.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Grantee a temporary construction easement on, under, across, over and through that portion of Grantor's property as described in Exhibit B ("Easement Area"), and depicted in Exhibit C, together with the right to enter upon and have

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access to said Easement Area for the purpose of the Project work, and to take such other actions upon the Easement Areas as are necessary and/or convenient for the construction of the project.

Access to Grantor's property shall be maintained during the project work in the same manner as for other properties within the project area.

The project specifications will require the full reopening of the SR9 approach prior to closure of the existing SR20 right in only approach.

The project specifications will require the contractor to take all reasonable measures to maintain access to the retail fuel station via the SR9 approach and to avoid a full closure of the SR9 approach for the term of the project. Such measures may include, without limitation, closure of only one-half (1/2) of the SR9 approach for construction while the remaining one-half (1/2) remains open, etc.

If the contractor and the City, after consultation with the Owner, determine no reasonable measures may be taken to maintain access to the retail fuel station via the SR9 approach for the term of the project then the project specifications will limit full closure of the SR9 approach to one week.

The rights, title, privileges and authorities hereby granted shall vest in Grantee and shall be effective upon execution by the parties and shall commence forty-eight (48) hours after the Grantee and/or its contractors provides written (email is acceptable) notification to the Grantor of its intent to commence construction. The temporary rights granted to the Grantee shall automatically terminate and be null and void (i) three (3) months after the commencement of construction or (ii) upon restoration of any existing improvements disturbed by the Grantee within the temporary easement area, whichever is later, but no later than September 29, 2022.

It is further agreed that this Temporary Easement may be extended by up to three (3) months at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated Administrative Offer Summary; whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

Grantee shall formally accept the fully completed project for the purposes of use, operation and maintenance of the Project. Grantee may exercise its rights hereunder through its agents, contractors, and assigns as appropriate.

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Grantee will replace or restore any landscaping or land contours, excluding all permanent alterations required for the construction of the Project, that are materially disturbed in connection with the exercise of Grantee's rights hereunder, as in good condition as the same were immediately before the Easement Area was entered by the Grantee, provided such landscaping and/or land contours do not interfere with the Grantee's Project and/or Grantee's use of the Easement Area.

This Construction Easement is an extension of that certain Temporary Construction Easement dated February 12, 2021 granted by Grantor and accepted by the City and recorded February 20, 2021 under Skagit County Auditor File Number 202102220188.

It is understood and agreed that the delivery of this Easement is tendered and that the terms and obligations hereof shall not become binding upon Grantee unless and until accepted and approved in writing by the City of Sedro-Woolley City Manager upon approval by the Sedro-Woolley City Council.

Dated: March 23, 2022

**Grantor: EWB Properties LLC, a Washington limited liability company**

By: [Signature]

Its: Manager

**Accepted and Approved  
City of Sedro-Woolley**

By: [Signature]

Date 3-31-2022

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STATE OF WASHINGTON  
COUNTY OF Snohomish } ss.

On this day personally appeared before me **Ehab Dahabreh**, to me known to be the **Member of EWB Properties LLC, a Washington limited liability company**, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

DATED this 23<sup>rd</sup> day of March, 2022

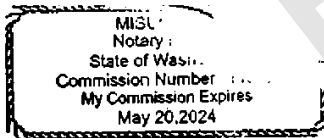
(SEAL)

*Mitsun Cho*  
Notary Public

Mitsun Cho  
Printed Name

Residing at Mill Creek, WA

My appointment expires May 20, 2024



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**TEMPORARY CONSTRUCTION EASEMENT****EXHIBIT "A"  
ENTIRE PARCEL**

LOT 1 OF SURVEY RECORDED UNDER AFB 9107120025, AKA THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE (40 FEET FROM CENTERLINE) OF TOWNSHIP ROAD WITH THE NORTH RIGHT-OF-WAY LINE (75 FEET FROM CENTERLINE) OF SECONDARY STATE HIGHWAY NO. 1-A; THENCE NORTH 00-00-00 EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF TOWNSHIP ROAD, A DISTANCE OF 96.58 FEET TO A POINT 120 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE CONTINUING NORTH 00-00-00 EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 52.00 FEET; THENCE NORTH 88-51-15 WEST, 265.18 FEET; THENCE SOUTH 00-00-00 EAST, 152.02 FEET TO A LINE PARALLEL WITH AND 20 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, SAID SOUTH LINE OF THE NORTHEAST 1/4; THENCE SOUTH 88-51-15 EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 188.98 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY LINE (75 FEET FROM CENTERLINE) OF SECONDARY STATE HIGHWAY NO. 1-A; THENCE NORTH 88-33-29 EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 76.20 FEET TO THE POINT OF BEGINNING.

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**EXHIBIT "B"**  
**TCE LEGAL DESCRIPTION**

*Intentionally left blank*

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**EXHIBIT "C"**  
**GRAPHIC DEPICTION**

